damages for breach of the contract seems clearly inadequate, there being no possible way of ascertaining the extent to which the complainant has been, and will be, damaged. Lack of an adequate remedy at law is ground for equitable relief. *Adderley* v. *Dixon,* 1 S. & S. 607; *Hicks* v. *Turck, 72* Mich. 311; *Corbin* v. *Tracy,* 34 Conn. 325; *Watson* v. *Sutherland,* 5 Wall. 74. On this basis, it would seem, therefore, that the complainant was entitled to equitable relief, unless the contract can be said to have imposed too great a restraint on S.'s occupation as a writer, in which case a court of equity will not grant relief. *Jacoby* v. *Whitmore,* 49 L. T. N. S. 335; *Rakestraw* v. *Lanier,* 104 Ga. 188; *Mandeville* v. *Harman, 42* N. J. Eq. 185; *Turner* v. *Abbott,* 116 Tenn. 718; WILLISTON'S WALD'S POLLOCK ON CONTRACTS, 3rd ed., 362. *Morris* v. *Saxelby,* L. R. (1915) 2 Ch. 57. It is extremely doubtful whether the contract is open to attack on this last ground.

INSURANCE—MARINE—PROXIMATE CAUSE.—Plaintiffs, British merchants, shipped goods on a German ship from Calcutta to Hamburg. The goods were insured with defendants against perils including men of war, enemies, takings at sea, arrests, restraints and detainments of all kings, princes and people. While on the voyage, war was declared and the master put into a neutral port to prevent capture. By English law it became illegal for the plaintiffs to deliver a cargo of jute at Hamburg and by a German edict or order it became illegal for the master to deliver the goods to the plaintiffs. The goods thus became a total loss. *Held,* the proximate cause of the loss is not within the terms of the policy. *Becker Gray & Co.* v. *London Assurance Corporation,* 87 L. J. R. (K. B.) 69.

This case proceeded on the ground that the proximate cause of the loss arose from steps taken by the captain to avoid a peril which had not begun to operate. If a ship be driven by stress of weather on an enemy's coast and there captured, it is a loss by capture and not by perils of the sea. *Green* v. *Elmslie,* 3 R. R. 693. During the Russian and Japanese war a cargo of salt beef was sold in San Francisco because it was anticipated that if the cargo went forward it would be lost by capture. In an action on the insurance policy it was held that the risk of capture had never begun to operate. *Kacianoff* v. *China Traders Ins. Co.* [1914], 3 K. B. 1121. In consequence of the barratrous acts of the master in smuggling, a ship was seized by the Spanish revenue officers. The proximate cause of the loss was held to be, "capture and seizure," and not the barratry of the master so the underwriter was not liable. *Cory* v. *Burr,* 8 A. C. 393. These cases represent the prevailing view in England. There are at least two cases presenting a different view. The captain of a Spanish vessel threw a quantity of dollars overboard to prevent capture by the enemy. This was held to be a loss by enemies and the insurance company was liable. *Butler* v. *Wildman,* 3 B & Ald. 398. In *British and Foreign Marine Ins. Co.* v. *Sanday,* 1 A. C. 650 [1916], British vessels loaded with goods belonging to British merchants were on a voyage from Argentine to Hamburg. The vessels were directed, in one case by a French cruiser and in the other case by the ship owners at the suggestion of the Admiralty, to proceed to British ports, which they

did. It was held that the loss was directly caused by the declaration of war which was a restraint of princes within the meaning of the policies. In *The G. R. Booth,* 171 U. S. 450, it is said, "The question is not what cause was nearest in time or place to the catastrophe. The proximate cause is the efficient cause, the one that necessarily sets the other causes in operation. The causes that are merely incidental or instruments of a superior or controlling agency are not the proximate causes though they may be nearer in time to the result. It is only when the causes are independent of each other that the nearest is to be charged with the disaster." Where a vessel is lost by an explosion of gunpowder occurring after the ship is on fire, fire is the proximate and sole cause. *Waters* v. *Merchants Ins. Co.,* 11 Peters (U. S.) 213. Where a canal boat was sunk by striking a hidden obstruction and in the delay caused a part of the cargo was frozen, the proximate cause was the sinking of the boat, the freezing of the cargo being a mere incident and the insurer was liable. *Devitt* v. *Providence Washington Ins. Co.* 173 N. Y. 17. The contract of insurance being a unilateral contract and the insured being compelled to accept the form offered in order to secure insurance, it would seem that if the contract was most strongly construed against the insurer a different conclusion might well be reached in the instant case.

INTOXICATING LIQUORS—INSURANCE—LEGALITY OF THE CONTRACT.—A policy of fire insurance was issued covering "a stock of intoxicating liquors, and other merchandise, while contained in a building used for mercantile purposes." Ga. P. C., 1910, provides that it shall be a misdemeanor to sell alcoholic liquor or keep it on hand at one's place of business. *Held,*—Luke J. dissenting, that the contract on its face required the goods insured to be used for an illegal purpose and so the risk never attached. *Wood* v. *First National Fire Ins. Co.,* (Va. 1917), 94 S. E. 622.

Authorities are agreed as to the general rule, if an insurance contract is intended to advance the illegal purpose of the insured the contract is void. However, if such insurance does not further the illegality, altho' it may be collaterally connected therewith, it is not void. *Phenix Ins. Co.* v. *Clay,* 101 Ga. 331. The test as laid down by Judge Marshall in *Armstrong* v. *Toler,* 11 Wheat 258, is that the contract shall be entirely disconnected with the illegal act and founded on a new consideration. Courts have differed on the degree of disconnection required to save the contract of insurance. Some jurisdictions have gone to the extreme of holding valid policies on liquor kept for illegal sale, *Erb* v. *Ins. Co.,* 98 Iowa 606, on the theory that the purpose of the contract is to indemnify against loss, not to encourage illegal acts. Others take a middle ground, namely, that the policy will be invalid unless the liquor is lawfully kept and the wrongful sales are in the nature of a side issue. *Carrigan* v. *Lycoming Ins. Co.,* 53 Vt.. 418. The question has been most often decided in the case of insurance on drug stocks containing liquors in prohibition territory. In a well considered case in Michigan, Judge Campbell distinguished such insurance from marine insurance with which it is sometimes confounded by false analogy. In the latter